

**Expedite Requests Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Midcontinent Communications  
for the State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Midcontinent Communications ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the state of North Dakota, that was approved by the North Dakota Public Service Commission on May 26, 1999, as referenced in Case No. PU-1945-99-125 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Expedite Requests as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

• **Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Midcontinent Communications**

Nancy A. Vogel  
Signature

Nancy A. Vogel  
Name Printed/Typed

Director of Revenue Assurance  
Title

8/3/05  
Date

**Qwest Corporation**

L. T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

8/4/05  
Date

## ATTACHMENT 1

### EXPEDITE REQUESTS

#### 1. Definitions

"Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A of the Agreement, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges, expedite charges, and charges for additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed in Exhibit A of the Agreement, except that Miscellaneous Charges for resale services are provided in the applicable tariff, catalog, or price list.

#### 2. Expedite Requests for LIS Trunk Orders

2.1 Expedite requests for LIS trunk orders are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) due date. Charges as set forth in Exhibit A apply for expedites.

2.1.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).

2.1.2 The request for expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedite charges at Qwest's wholesale web-site.

#### 3. Expedite Requests for Designed Unbundled Network Elements

3.1 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) due date.

3.1.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate.

3.1.2 The request for an expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedites at Qwest's wholesale web site.

#### 4. Rate Elements

Expedite charges, as identified in Exhibit A of this Amendment, apply per order for every day that the due date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for due dates.

**Exhibit A  
North Dakota\***

Amendment												
										Notes		
7.8	Miscellaneous Charges											
7.8.1	Expedite Charge (LIS Trunks)											
9.20	Miscellaneous Charges											
9.20.14	Expedite Charge											
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NOTES:

C: Cost Docket Case No. PU-2342-01-296  
[3] ICB, Individual Case Basis pricing.

## North Dakota

\*Deaveraged rates approved per Stipulated Agreement in Docket PU-314-97-12.

Below is a breakdown of wire center per zone:

Zone 1		Zone 2		Zone 3
Bismarck		Casselton		Alexander
Dickinson		Grafton		Belfield
Fargo		Larimore		Emerado
Grand Forks		Lisbon		Fairmount
Jamestown		Mayville		Gardner
Mandan		Valley City		Gwinner
Wahpeton				Hatton
West Fargo				Hillsboro
Williston				Kindred
				Leonard
				Manvel
				Minto
				Northwood
				Pembina
				Reynolds
				Thompson
				Watford
				Wyndmere